

## Mortgage Record.

Journal of, Notary, Recorder and Clerk of the County of Douglas, Kansas.

This Indenture, Made this 13<sup>th</sup> day of April A. D. 1910, between  
J. N. Smith  
 of Douglas County, in the State of Kansas of the first part, and  
State Bank of Eudora  
 of Eudora, Douglas County, in the State of Kansas of the second part:

Witnesseth, That said party of the first part, in consideration of the sum of  
One Thousand and 100 DOLLARS  
 the receipt of which is hereby acknowledged, do ss by these presents, grant, bargain, sell and convey unto said party of the second part, its heirs and assigns, all the following described REAL ESTATE, situated in Douglas County, and State of Kansas, to-wit:—

The West Fifty-four and one quarter (54 1/4) feet of Lot Number Ten (10) in Block Number One Hundred & Forty-four (144) in the City of Eudora, County and State aforesaid.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever:—

PROVIDED, ALWAYS, And these presents are upon this expressed condition, that whereas said

J. N. Smith  
 has this day executed and delivered one certain promissory note in writing to said party of the second part of which the following is a copy: \$1000.00

Eudora, Kans. April 13, 1910  
One year after date, for value received, I promise to pay to the order of State Bank of Eudora, One Thousand Dollars, at the State Bank of Eudora, Eudora, Kansas, with interest at the rate of six per cent per annum, payable annually from date.

NOW, If said party of the first part shall pay or cause to be paid to said party of the second part, its heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid, when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, then the whole of said sum and sums, and interest thereon shall, and by these presents become due and payable, and said party of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand the day and year first above written.

J. N. Smith

STATE OF KANSAS, } ss.  
Douglas County.

BE IT REMEMBERED, That on this 13 day of April A. D. 1910, before me, the undersigned, a Chas. Piller a Notary Public in and for the County and State aforesaid, came

J. N. Smith

who seem personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, the day and year last above written.

Chas. Piller

Notary Public.

My Commission Term expires January 16<sup>th</sup> 1911.

Recorded April 28 A. D. 1910, at 12<sup>00</sup> o'clock P M.

Edward L. Lawrence Registrar of Deeds.  
Mamuel M. McComell Deputy

The following is endorsed on the original instrument:  
 Received of J. N. Smith the within named mortgage money of One Thousand Dollars in full satisfaction of the mortgage on the premises described in the foregoing instrument.  
 Chas. Piller, Notary Public.  
 Eudora, Kansas, April 13, 1910.

Recorded Oct 20 1911  
 Floyd L. Lawrence  
 Register of Deeds

THE FOLLOWING IS ENDORSED ON THE ORIGINAL INSTRUMENT:  
 Received of J. N. Smith the within named mortgage money of One Thousand Dollars in full satisfaction of the mortgage on the premises described in the foregoing instrument.  
 Chas. Piller, Notary Public.  
 Eudora, Kansas, April 13, 1910.

Recorded Jan 31st 1911  
 Floyd L. Lawrence  
 Register of Deeds